

EASEMENT VACATION
9/6/66
Lots 8 and 9, Block 5, Edina Inter-
change Center

C
O
P
Y
February 10, 1967

Mr. Thomas S. Erickson
2400 First National Bank Bldg.
Minneapolis, Minn.

Dear Tom:

Enclosed are the certified copies of the resolution vacating a portion of the drainage and utility easement in Block 5, Edina Interchange Center which you requested in order that this vacation could be filed.

Yours very truly,

Village Clerk

fbh
Enclosures 3.

RESOLUTION VACATING A PORTION OF DRAINAGE AND UTILITY
EASEMENT IN BLOCK 5, EDINA INTERCHANGE CENTER

WHEREAS, two week's published and posted notice of a Hearing to be held on September 6, 1966, at 7:00 P.M., on the proposed vacation of the drainage and utility easement hereinafter described has been given and made, and a Hearing has been held thereon by the Village Council;

NOW, THEREFORE, be it resolved by the Village Council of the Village of Edina, Hennepin County, Minnesota, that the following described portion of the drainage and utility easement in Block 5, Edina Interchange Center, as shown on recorded plat thereof, Hennepin County, Minnesota, be and is hereby vacated effective October 6, 1966, unless on or before said date this Resolution is amended, annulled or rescinded by the Village Council:

All that part of the East 10 feet of Lot 8, Block 5, Edina Interchange Center, except the North 5 feet thereof, all of the triangular easement area in the Northwest corner of Lot 9, Block 5, Edina Interchange Center, except that part thereof lying North of a line 10 feet South of and parallel with the North line of said Lot 9, and all that part of the West 10 feet of Lot 9, Block 5, Edina Interchange Center, except the North 10 feet thereof, which lies North of a line 10 feet Northwesterly of and parallel to the following described line:

Commencing at a point on the North line of said Lot 9, distant 55.0 feet East from the Northwest corner of said Lot 9, as measured along said North line; thence South parallel to the West line of said Lot 9, a distance of 268 feet to the actual point of beginning of the line to be described; thence deflecting to the right 60 degrees from the last described course to the West line of the East 10 feet of Lot 8, Block 5, Edina Interchange Center, and there terminating according to the recorded plat thereof.

(signed) ARTHUR C. BREDESEN, JR.
Mayor

ATTEST:

(signed) FLORENCE B. HALLBERG
Village Clerk

I, the undersigned duly appointed and acting Village Clerk for the Village of Edina, County of Hennepin, Minnesota, do hereby certify that I have compared the attached and foregoing Resolution and that the same is a true and correct copy of a Resolution duly adopted by the Village of Edina Council at its Regular Meeting held Tuesday, September 6, 1966, and as recorded in the Minutes of said Regular Meeting and that said vacation has not been annulled, rescinded or amended.

WITNESS my hand and seal of said Village this 10th day of February, 1967.

Florence B. Hallberg
Edina Village Clerk

C
O
P
Y
September 16, 1966

Mr. Thomas Erickson
2400 First National Bank Bldg.
Minneapolis, Minn.

Dear Mr. Erickson:

Enclosed is the resolution adopted at the September 6 meeting of the Edina Village Council vacating a portion of a drainage and utility easement in Block 5,, Edina Interchange Center on which the D. H. Obermeyer Warehouse Company building is to be located.

Will you please see that this is filed and advise us when the action has been completed?

Yours very truly,

Village Clerk

fbh
encl. 3

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.
VILLAGE OF EDINA)

CERTIFICATE OF MAILING
NOTICE

I, the undersigned, being the duly qualified acting Village Clerk of the Village of Edina, Minnesota, hereby certify that on the following date August 23, 19 66, acting on behalf of said Village, I deposited in the United States mail copies of the attached _____

NOTICE OF PUBLIC HEARING FOR EASEMENT VACATION

(Exhibit A), enclosed in sealed envelopes, with postage thereon duly prepaid, addressed to the persons at the addresses as shown on the mailing list (Exhibit B) attached to the original hereof, which list is on file in my office, said persons being those appearing on the records of the County Auditor as owners of the property listed opposite their respective names, as of a date 13 days prior to the date of the hearing; and that I also sent said notice to the following corporations at the indicated addresses whose property is exempt from taxation and is therefore not carried on the records of said County Auditor.

Name

Address

_____	_____
_____	_____
_____	_____
_____	_____

WITNESS my hand and the seal of said Village this 23rd day of August, 19 66.

Glenn B. Hallberg
Edina Village Clerk

VILLAGE OF EDINA
4801 W. 50TH ST.
EDINA, MINNESOTA

NOTICE OF PUBLIC HEARING ON PROPOSED
EASEMENT VACATION

The Edina Village Council will meet at the Edina Village Hall, 4801 West 50th Street, Edina, on Tuesday, September 6, 1966, at 7:00 P.M., to consider the proposed vacation of the drainage and utility easement in Block 5, Edina Interchange Center as follows:

All that part of the East 10 feet of Lot 8, Block 5, Edina Interchange Center, except the North 5 feet thereof, all of the triangular easement area in the Northwest corner of Lot 9, Block 5, Edina Interchange Center, except that part thereof lying North of a line 10 feet South of and parallel with the North line of said Lot 9, and all that part of the West 10 feet of Lot 9, Block 5, Edina Interchange Center, except the North 10 feet thereof, which lies North of a line 10 feet Northwesterly of and parallel to the following described line:

Commencing at a point on the North line of said Lot 9, distant 55.0 feet East from the Northwest corner of said Lot 9, as measured along said North line; thence South parallel to the West line of said Lot 9, a distance of 268 feet to the actual point of beginning of the line to be described; thence deflecting to the right 50 degrees from the last described course to the West line of the East 10 feet of Lot 8, Block 5, Edina Interchange Center, and there terminating, according to the recorded plat thereof.

All objections and recommendations will be heard at said Hearing

BY ORDER OF THE EDINA VILLAGE COUNCIL.

FLORENCE B. HALIDENS
Village Clerk
Village of Edina

MAILING LIST

August 23, 1966

Easement vacation - in Block 5, Edina Interchange Center

Edina Plaza Corporation
7110 France Ave. S.

D. H. Overmyer Company
201 E. 42nd St.
New York, N. Y. 10017

Green & White Construction Co.
5001 France Ave. N.
Minneapolis, Minn.

Mr. Warner P. Blake, Chief Engineer
Minneapolis Gas Company
739 Marquette Ave.
Minneapolis, Minn.

Mr. W. A. Parlow
N. W. Bell Telephone Company
8125 Lewis Road
Minneapolis, Minn.

Mr. Roy H. Anderson, Right-of-Way Agent
1518 Chestnut Ave. N.
Minneapolis, Minn.

VILLAGE OF EDINA
4801 W. 50TH ST.
EDINA, MINNESOTA

August 24, 1966

TO ALL ELECTION BOARD APPOINTEES:

You have been appointed by the Edina Village Council to serve as an Election Judge for the State Primary Election to be held on Tuesday, September 13, 1966, in District 9, which includes all of Morningside. You will continue, as in the past, to use the Morningside Municipal Building as a polling place.

Those of you who are listed as Judges should plan to arrive at the polls at 6:30 A.M. and stay until the polls close at 8:00 P.M. Those of you who are listed as Counting Judges should arrive at the polls at 8:00 P.M. and remain until all ballots have been counted and the results finalized. Your compensation for this public service will be \$1.25 per hour. Because Morningside will be using paper ballots for this election, it will not be necessary to attend the "Voting Machine School" which other Edina Judges will be attending.

In the event that you have any questions, please feel free to call me at 927-3861.

Thank you for agreeing to serve in this capacity.

Yours very truly,

Florence B. Hallberg
Village Clerk

JUDGES

Mrs. Janet L. Hyde, Chairman	5120 Danens Drive	
Mrs. Vivian Miller	4301 Branson Ave.	926-3218
Mrs. Alice Rose	4011 Kipling Ave.	926-0159
Mrs. Shirley T. Dibble	4212 France Ave. S.	926-4048
Mrs. Virginia G. Courtney	4313 Eton Place	922-8523
Mrs. Elizabeth Anderl	4018 Kipling	926-6460

COUNTING JUDGES

Mr. Larry Zetzman	4216 Crocker Ave.	926-5057
Mrs. Marjorie Joyce	4239 Lynn Ave.	926-4173
Mr. Irving Rudell	4015 Lynn Ave.	926-7537
Mr. James Lushine	4166 Monterey Ave.	926-0576
Mrs. Joanne Downey	4120 Grimes Ave. S.	922-7745
Mr. Donald Dageberg	4317 Morningside Road	926-1168
Mrs. Violet Cook	4502 W. 42nd St.	922-0878
Mrs. Barbara Sullivan	3905 Morningside Road	

CERTIFICATE OF
POSTING NOTICE

STATE OF MINNESOTA
COUNTY OF HENNEPIN
SS. VILLAGE OF EDINA)

I, the undersigned, duly appointed and acting Police Patrolman for the Village of Edina, County of Hennepin, State of Minnesota, do hereby certify that I have, this date, posted copies of the attached and foregoing

on three official Village Bulletin Boards, as follows: 1. Village Hall, 4801 W. 50th St. 2. W. 56th Street and Kerner Avenue. 3. W. 56th Street and Cedar Road. *Boards at 144th and 150th*

DATED 8-23-66
SIGNED *James E. Johnson*
Police Patrolman

Signed and sworn to before me, a Notary Public in and for Hennepin County, Minnesota, this, the 23 day of August, 1966
Lois L. Strupp

LOIS L. STRUPP
Notary Public, Hennepin County, Minn.
My Commission Expires Sept. 2, 1970.

VILLAGE OF EDINA
4801 W. 50TH ST.
EDINA, MINNESOTA

NOTICE OF PUBLIC HEARING ON PROPOSED
EASEMENT VACATION

The Edina Village Council will meet at the Edina Village Hall, 4801 West 50th Street, Edina, on Tuesday, September 6, 1966, at 7:00 P.M., to consider the proposed vacation of the drainage and utility easement in Block 5, Edina Interchange Center as follows:

All that part of the East 10 feet of Lot 8, Block 5, Edina Interchange Center, except the North 5 feet thereof, all of the triangular easement area in the Northwest corner of Lot 9, Block 5, Edina Interchange Center, except that part thereof lying North of a line 10 feet South of and parallel with the North line of said Lot 9, and all that part of the West 10 feet of Lot 9, Block 5, Edina Interchange Center, except the North 10 feet thereof, which lies North of a line 10 feet Northwesterly of and parallel to the following described line:

Commencing at a point on the North line of said Lot 9, distant 55.0 feet East from the Northwest corner of said Lot 9, as measured along said North line; thence South parallel to the West line of said Lot 9, a distance of 268 feet to the actual point of beginning of the line to be described; thence deflecting to the right 60 degrees from the last described course to the West line of the East 10 feet of Lot 8, Block 5, Edina Interchange Center, and there terminating, according to the recorded plat thereof.

All objections and recommendations will be heard at said Hearing

BY ORDER OF THE EDINA VILLAGE COUNCIL.

FLORENCE B. HALLBERG
Village Clerk
Village of Edina



NORTHERN STATES POWER COMPANY

MINNEAPOLIS, MINNESOTA 55401

August 29, 1966

Florence B. Hallberg, Village Clerk
Village of Edina
4801 W. 50th St.
Minneapolis, Minnesota 55424

Dear Mrs. Hallberg:

This is to acknowledge receipt of notice of a public hearing on a proposed easement vacation in Block 5, Edina Interchange Center. (Description of portions to be vacated attached)

Please be advised that we have no underground or overhead facilities in the area proposed to be vacated nor do we have any future plans to occupy said area. Therefore we have no objection to said vacation.

Thank you for your consideration in this matter.

Yours truly,

E.P. Robertson
Distribution Superintendent
Minneapolis Division

By

George C. Lewis

George C. Lewis
Senior Right of Way Agent

VILLAGE OF EDINA
4801 W. 50TH ST.
EDINA, MINNESOTA

NOTICE OF PUBLIC HEARING ON PROPOSED
EASEMENT VACATION

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All that part of the East 10 feet of Lot 8, Block 5, Edina Interchange Center, except the North 5 feet thereof, all of the triangular easement area in the Northwest corner of Lot 9, Block 5, Edina Interchange Center, except that part thereof lying North of a line 10 feet South of and parallel with the North line of said Lot 9, and all that part of the West 10 feet of Lot 9, Block 5, Edina Interchange Center, except the North 10 feet thereof, which lies North of a line 10 feet Northwesterly of and parallel to the following described line:

Commencing at a point on the North line of said Lot 9, distant 55.0 feet East from the Northwest corner of said Lot 9, as measured along said North line; thence South parallel to the West line of said Lot 9, a distance of 268 feet to the actual point of beginning of the line to be described; thence deflecting to the right 60 degrees from the last described course to the West line of the East 10 feet of Lot 8, Block 5, Edina Interchange Center, and there terminating, according to the recorded plat thereof.

All objections and recommendations will be heard at said Hearing

BY ORDER OF THE EDINA VILLAGE COUNCIL.

FLORENCE B. HALLBERG
Village Clerk
Village of Edina

W.

74TH

ST.

EDINA

RD.

LOT

1

LOT

2

BLOCK

INTERCHANGE

LAKE

BUSH

LOT

7

LOT

8

LOT

9

N

W.

76TH

ST.

CENTER

SEC 9 T116 R21 VILLAGE OF EDINA HENN. CO.

LEGEND

	POLES NSP TEL	WIRE	ANCHOR	OVERHEAD GUY	STREET LIGHT
NEW	⊙ ⊗	—	→	→	✱
EXISTING	○ ⊗	—	→	→	✱
TO BE REMOVED	⊙ ⊗	✱✱	✱→	✱→	✱✱

NORTHERN STATES POWER CO.

ELECTRIC DISTRIBUTION DEPARTMENT
MINNEAPOLIS DIVISIONTITLE PROPOSED EASEMENT VACATION
VILLAGE OF EDINASCALE 1"=100' DR. BY REODATE 08-30-66 CHL. BY DAIAPPROVED BY E.P. Robertson - GL
DIST. SUPT.

DRAWING NO.

A-0315

August 25, 1966

The Honorable Village Council
Village of Edina
4801 West 50th Street
Edina, Minnesota

Gentlemen:

The D. H. Overmyer Warehouse Company, a Minnesota corporation, is the owner of the following described property situated in the Village of Edina:

Lots 8 and 9, Block 5, Edina Interchange Center, according to the recorded plat thereof Hennepin County, Minnesota.

By said plat of Edina Interchange Center, a 10 foot utility and drainage easement was granted along the East line of said Lot 8 and a like easement was granted in the same manner along the West line of said Lot 9. Also a like easement was granted in the same manner over a triangular portion in the Northwestern corner of said Lot 9. D. H. Overmyer Warehouse Company constitutes a majority of the owners of land abutting upon said easements as to that part thereof below described, and desires that the Village Council of the Village of Edina vacate that portion of said easements described as follows:

All that part of the East 10 feet of Lot 8, Block 5, Edina Interchange Center, except the North 5 feet thereof, all of the triangular easement area in the Northwest corner of Lot 9, Block 5, Edina Interchange Center, except that part thereof lying North of a line 10 feet South of and parallel with the North line of said Lot 9, and all that part of the West 10 feet of Lot 9, Block 5, Edina Interchange Center, except the North 10 feet thereof, which lies North of a line 10 feet Northwesternly of and parallel to the following described line:

Commencing at a point on the North line of said Lot 9, distant 55.0 feet East from the Northwest corner of said Lot 9, as measured along said North line; thence South parallel to the West line of said Lot 9, a distance of 268 feet to the actual point of beginning of the line to be described; thence deflecting to the

right 60 degrees from the last described course to the West line of the East 10 feet of Lot 8, Block 5, Edina Interchange Center, and there terminating, according to the recorded plat thereof.

D. H. Overmyer Warehouse Company believes it to be in the public interest to vacate said portion of said easements because an improvement is to be built over the area previously subject to the easements and an easement will be granted to the Village of Edina and all utility systems will be replaced in the new easement area, all without cost to the Village, pursuant to an agreement dated June 13, 1966 between Edina Plaza Corporation and the Village of Edina. Accordingly the undersigned does hereby respectfully petition for the vacation of said portion of said easements above described, as required by Minnesota Statutes, Section 412.851, and requests that you proceed to have a hearing on this matter after the required two weeks published and posted notice pursuant to said statute.

D. H. OVERMYER WAREHOUSE COMPANY

By 
Its Vice President

AFFIDAVIT OF PUBLICATION

Edina-Morningside Courier

12 Suburban Square

Hopkins, Minnesota

State of Minnesota }
County of Hennepin } SS.

JOHN E. TILTON, being duly sworn, on oath says he is and during all the times herein stated has been the publisher and printer of the newspaper known as The Edina-Morningside Courier and has full knowledge of the facts herein stated as follows: (1) Said newspaper is printed in the English language in newspaper format and in column and sheet form equivalent in printed space to at least 900 square inches. (2) Said newspaper is a weekly and is distributed at least once each week. (3) Said newspaper has 50% of its news columns devoted to news of local interest to the community which it purports to serve and does not wholly duplicate any other publication and is not made up entirely of patents, plate matter and advertisements. (4) Said newspaper is circulated in and near the municipality which it purports to serve, has at least 500 copies regularly delivered to paying subscribers, has an average of at least 75% of its total circulation currently paid or no more than three months in arrears and has entry as second-class matter in its local post-office. (5) Said newspaper purports to serve the Villages of Edina and Morningside in the County of Hennepin and it has its known office of issue in the City of Hopkins in said county, established and open during its regular business hours for the gathering of news, sale of advertisements and sale of subscriptions and maintained by the publisher of said newspaper and subject to his direction and control during all such regular business hours and at which said newspaper is printed. (6) Said newspaper files a copy of each issue immediately with the State Historical Society. (7) Said newspaper has complied with all the foregoing conditions for at least two years preceding the day or dates of publication mentioned below. (8) Said newspaper has filed with the Secretary of State of Minnesota prior to January 1, 1966 and each January 1 thereafter an affidavit in the form prescribed by the Secretary of State and signed by the publisher of said newspaper and sworn to before a notary public stating that the newspaper is a legal newspaper.

He further states on oath that the printed notice of hearing hereto attached as a part hereof was cut from the columns of said newspaper, and was printed

and published therein in the English language, once each week, for 2 successive weeks;

that it was first so published on Thurs. the 25th day of Aug. 1966

and was thereafter printed and published on every Thursday to and including

Thurs. 1st day of Sept. 1966 and that the following is a printed copy of the lower case alphabet from A to Z, both inclusive, and is hereby acknowledged as being the size and kind of type used in the composition and publication of said notice, to wit:

abcdefghijklmnopqrstuvwxyz

John E. Tilton

Subscribed and sworn to before me this 1st day of Sept. 1966

(Notarial Seal)

Alice J. Nelson, Notary Public, Hennepin County, Minn.

My Commission Expires December 26, 1966

(Official Publication)
VILLAGE OF EDINA
4801 W. 50TH ST.
EDINA, MINNESOTA
NOTICE OF PUBLIC HEARING
ON PROPOSED
EASEMENT VACATION
The Edina Village Council will meet at the Edina Village Hall, 4801 West 50th Street, Edina, on Tuesday, September 6, 1966, at 7:00 p.m., to consider the proposed vacation of the drainage and utility easement in Block 5, Edina Interchange Center as follows:

All that part of the East 10 feet of Lot 8, Block 5, Edina Interchange Center, except the North 5 feet thereof, all of the triangular easement area in the Northwest corner of Lot 9, Block 5, Edina Interchange Center, except that part thereof lying North of a line 10 feet South of and parallel with the North line of said Lot 9, and all that part of the West 10 feet of Lot 9, Block 5, Edina Interchange Center, except the North 10 feet thereof, which lies North of a line 10 feet Northwesterly of and parallel to the following described line:

Commencing at a point on the North line of said Lot 9, distant 55.0 feet East from the Northwest corner of said Lot 9, as measured along said North line; thence South parallel to the West line of said Lot 9, a distance of 268 feet to the actual point of beginning of the line to be described; thence deflecting to the right 60 degrees from the last described course to the West line of the East 10 feet of Lot 8, Block 5, Edina Interchange Center, and there terminating, according to the recorded plat thereof.

All objections and recommendations will be heard at said Hearing.

BY ORDER OF THE EDINA VILLAGE COUNCIL,

FLORENCE B. HALLBERG

Village Clerk

Village of Edina

(Aug. 25, Sep. 1, 1966)

-C-2A-10C

AFFIDAVIT OF PUBLICATION

Edina-Morningside Courier

12 Suburban Square

Hopkins, Minnesota

State of Minnesota }
County of Hennepin } SS.

JOHN E. TILTON, being duly sworn, on oath says he is and during all the times herein stated has been the publisher and printer of the newspaper known as The Edina-Morningside Courier and has full knowledge of the facts herein stated as follows: (1) Said newspaper is printed in the English language in newspaper format and in column and sheet form equivalent in printed space to at least 900 square inches. (2) Said newspaper is a weekly and is distributed at least once each week. (3) Said newspaper has 50% of its news columns devoted to news of local interest to the community which it purports to serve and does not wholly duplicate any other publication and is not made up entirely of patents, plate matter and advertisements. (4) Said newspaper is circulated in and near the municipality which it purports to serve, has at least 500 copies regularly delivered to paying subscribers, has an average of at least 75% of its total circulation currently paid or no more than three months in arrears and has entry as second-class matter in its local post-office. (5) Said newspaper purports to serve the Villages of Edina and Morningside in the County of Hennepin and it has its known office of issue in the City of Hopkins in said county, established and open during its regular business hours for the gathering of news, sale of advertisements and sale of subscriptions and maintained by the publisher of said newspaper and subject to his direction and control during all such regular business hours and at which said newspaper is printed. (6) Said newspaper files a copy of each issue immediately with the State Historical Society. (7) Said newspaper has complied with all the foregoing conditions for at least two years preceding the day or dates of publication mentioned below. (8) Said newspaper has filed with the Secretary of State of Minnesota prior to January 1, 1966 and each January 1 thereafter an affidavit in the form prescribed by the Secretary of State and signed by the publisher of said newspaper and sworn to before a notary public stating that the newspaper is a legal newspaper.

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and published therein in the English language, once each week, for 2 successive weeks;

that it was first so published on Thurs. the 25th day of Aug. 1966.

and was thereafter printed and published on every Thursday to and including

Thurs. the 1st day of Sept. 1966 and that the following is a printed copy of the lower case alphabet from A to Z, both inclusive, and is hereby acknowledged as being the size and kind of type used in the composition and publication of said notice, to wit:

abcdefghijklmnopqrstuvwxyz

John E. Tilton

Subscribed and sworn to before me this 1st day of Sept. 1966.

(Notarial Seal)

Alice J. Nelson, Notary Public, Hennepin County, Minn.

My Commission Expires December 26, 1966

(Official Publication)
VILLAGE OF EDINA
4801 W. 50TH ST.
EDINA, MINNESOTA
NOTICE OF PUBLIC HEARING
ON PROPOSED
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Commencing at a point on the North line of said Lot 9, distant 55.0 feet East from the Northwest corner of said Lot 9, as measured along said North line; thence South parallel to the West line of said Lot 9, a distance of 268 feet to the actual point of beginning of the line to be described; thence deflecting to the right 60 degrees from the last described course to the West line of the East 10 feet of Lot 8, Block 5, Edina Interchange Center, and there terminating, according to the recorded plat thereof.
All objections and recommendations will be heard at said Hearing.
BY ORDER OF THE EDINA VILLAGE COUNCIL,
FLORENCE B. HALLBERG
Village Clerk
Village of Edina
(Aug. 25, Sep. 1, 1966)
-C-2A-10C

VILLAGE OF EDINA
4801 W. 50TH ST.
EDINA, MINNESOTA

BOARD OF PUBLIC WORKS OR DISPOSED
PLANNING COMMISSION

The Edina Village Council will meet at the Edina Village Hall, 4801 West 50th Street, Edina, on Wednesday, September 6, 1966, at 7:00 P.M., to consider the proposed location of the drainage and utility easement in Block 5, Edina Interchange Center as follows:

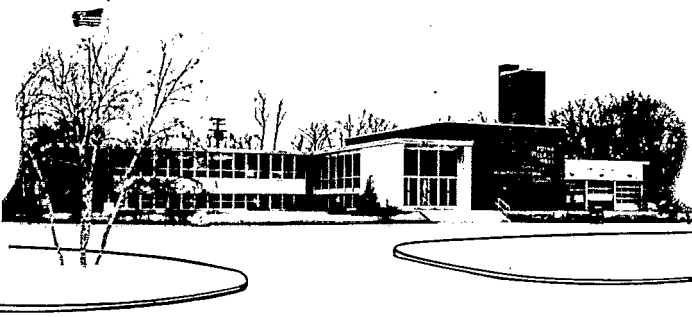
All that part of the East 10 Feet of Lot 8, Block 5, Edina Interchange Center, except the North 5 Feet thereof, all of the triangular easement area in the Northeast corner of Lot 9, Block 5, Edina Interchange Center, except that part thereof lying North of a line 10 Feet South of and parallel with the North line of said Lot 9, and all that part of the East 10 Feet of Lot 9, Block 5, Edina Interchange Center, except the North 10 Feet thereof, which lies North of a line 10 Feet Northwesterly of and parallel to the following described line:

Commencing at a point on the North line of said Lot 9, distant 55.0 Feet West from the Northwest corner of said Lot 9, as measured along said North line; thence South parallel to the West line of said Lot 9, a distance of 260 Feet to the actual point of beginning of the line to be described; thence reflecting to the right 60 degrees from the last described course to the West line of the East 10 Feet of Lot 8, Block 5, Edina Interchange Center, and thence hereinafter, according to the recorded plat thereof.

All objections and variances will be heard at said hearing.

BY ORDER OF THE EDINA VILLAGE COUNCIL.

EDWIN A. HUSCHKE
Village Clerk
Village of Edina



Village of **Edina**

4801 WEST FIFTIETH STREET • EDINA 24, MINNESOTA

WALNUT 7-8861

June 10, 1966

Mr. Antonio Bernardi
Edina Plaza Corporation
5100 Edina Industrial Blvd.
Edina, Minnesota 55436

In Re: Relocation of Utility Easement and Storm Sewer
over and across part of Lots 8 and 9, Block 5,
Edina Interchange Center

Dear Mr. Bernardi:

The Edina Village Attorney has reviewed and approved the proposed utility easement and storm sewer relocation agreement to be entered into between Edina Plaza Corporation and the Village of Edina. A copy of the approved agreement accompanies this letter. Please have the agreement prepared and executed in duplicate and submit both copies to the Village at your earliest convenience.

Enclosed are three copies of the relocated easement for utility purposes. All three copies should be executed and returned to me.

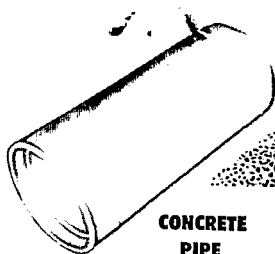
Final Village approval of both the easement and storm sewer relocation will be withheld until such time as the Village has received and approved the engineering drawings required to accomplish the proposed pipe relocation. Your engineer should submit this material to Mr. Ray Drake, Edina Village Engineer.

Yours very truly,

George C. Hite
Director of Public Works and Engineering

GCH:rh
Encl.
cc: Ray Drake

Florence
Have attached
agreements executed
gch



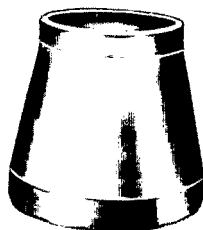
CONCRETE
PIPE

John E. Hopkins

**NORTH STAR CONCRETE
CO.**

PHONE MINNEAPOLIS ST 1-2625

PRECAST
MANHOLES



GEO. H.

6/25/66

RE-ATTACHED

THIS LOOKS O.K. THE MAYOR
& CLERK SHOULD SIGN THIS
AGREEMENT.

WE HAVE A PLAN OF THE STORM
SEWER (PROPOSED) IN THIS OFFICE.

APR



CONCRETE ROAD CULVERTS • SEWER PIPE • CATTLE PASS • MULTIPLE-DUCT CONDUIT

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 13 day of June, 1966, by and between EDINA PLAZA CORPORATION, a Minnesota corporation (hereinafter called "Plaza") and VILLAGE OF EDINA, a Minnesota municipal corporation (hereinafter called "Village");

WITNESSETH THAT:

WHEREAS, ^{EDINA Plaza Corp.} Plaza is the owner in fee simple absolute of the following described parcels of land located in the Village of Edina, County of Hennepin and State of Minnesota, to-wit:

Lots 7, 8, 9 and the West 110 feet of Lot 10, Block 5, Edina Interchange Center, according to the recorded plat thereof;

which premises are hereinafter referred to as the "Subject Premises"; and

WHEREAS, Village is the owner of a drainage and utility easement running through the Subject Premises, which drainage and utility easement is described as follows, to-wit:

All that part of the East 10 feet of Lot 8, Block 5, Edina Interchange Center, except the North 5 feet thereof, and all that part of the West 10 feet, Lot 9, Block 5, Edina Interchange Center, except the North 10 feet thereof, lying North of a line 10 feet Northwesterly of and parallel to the following described line:

Commencing at a point on the North line of said Lot 9, distant 55.0 feet East from the Northwest corner of said Lot 9, as measured along said North line; thence South parallel to the West line of said Lot 9, a distance of 268 feet to the actual point of beginning of the line to be described; thence deflecting to the right 60 degrees from the last described course to the West line of the East 10 feet of Lot 8, Block 5, Edina Interchange Center, and there terminating, according to the recorded plat thereof;

which easement premises is hereinafter referred to as the "existing easement"; and

WHEREAS, there now exists in and through said existing easement a 24-inch storm sewer, which storm sewer and existing easement would interfere with the development of the Subject Premises as contemplated by Plaza; and

WHEREAS, Plaza is granting herewith to Village a substitute easement over the Subject Premises for the reconstruction and relocation of said existing storm sewer and for other utility and drainage purposes, which substitute easement is described as follows:

A strip of land, 20 feet in width, located in Lots 8 and 9, Block 5, Edina Interchange Center, the centerline of which strip of land is described as follows:

Beginning at a point on the North line of said Lot 9, distant 55.0 feet East from the Northwest corner of said Lot 9, as measured along said North line; thence South parallel to the West line of said Lot 9, a distance of 268 feet; thence deflecting to the right 60 degrees from the last described course, a distance of 63.5 feet, more or less, to the said West line of Lot 9, and there terminating;

which easement property is hereinafter referred to as the "substitute easement"; and

WHEREAS, it is the intention of Plaza to construct a new 24-inch storm sewer over the substitute easement to replace the existing storm sewer now in place in the existing easement; and

WHEREAS, it is further the intention of the parties to this Agreement that upon the completion of said new storm sewer located over and across the substitute easement, in accordance with all of the building ordinances, codes and regulations of the Village, and under the supervision and approval of the Village Engineer, Village will quitclaim and release to Plaza, or its successors or assigns, all the right, title and interest of the Village in and to the existing easement.

NOW, THEREFORE, in consideration of the foregoing, in consideration of the granting of the substitute easement to Village and of the construction of the new storm sewer in said substitute easement, and other good and valuable consideration, it is hereby agreed by and between the parties hereto as follows:

1. Plaza will, at its sole cost and expense, immediately proceed to construct and place in the ground over the substitute easement premises

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described above a 24-inch R.C.P. storm sewer to connect with the 36-inch R.C.P. storm sewer now in place along the North line of Lots 9 and 10, Block 5, Edina Interchange Center, and to connect on the South with the existing 24-inch R.C.P. storm sewer, such connections to be done at such times and at such places as the Village may instruct.

2. Plaza will perform such construction, or cause the same to be performed, in accordance with plans and specifications first approved in writing by the Village Engineer, and in accordance with all building ordinances, codes and regulations of the Village.

3. Plaza hereby agrees to indemnify and to hold harmless Village from any and all claims, damages and costs for personal injury, death or property damage, whether foreseeable or unforeseeable, arising out of, or in any way incidental to the relocation of the 24-inch R.C.P. storm sewer and out of the construction and connection thereof, and out of the relocation of the easement, and agrees that it will, at the request of Village, and at Plaza's expense, defend Village against all such claims, damages and costs.

4. Plaza further agrees, that upon request of Village, it will obtain and deposit with Village a payment and performance bond insuring the completion and payment of said construction and connection, such payment and performance bond to be in an amount and with a surety satisfactory to Village.

5. Upon the completion of the construction and connection of such new storm sewer in accordance with the said plans and specifications and in accordance with the Village building code, regulations, rules and ordinances, and upon acceptance thereof by the Village, Village agrees to quitclaim to Plaza, or its successors or assigns, all of its right, title and interest in and to the existing easement premises described above.

IN TESTIMONY WHEREOF, the said parties have caused these presents to be executed this 13 day of June, 1966.

IN PRESENCE OF:

Belinda Hill

Donald A. Young

EDINA PLAZA CORPORATION

By H. Bernhardt
Its PRESIDENT

And
Its

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VILLAGE OF EDINA

By

Arthur C. Dredose

Its Mayor

Attest:

Lawrence B. Hallberg

Its Clerk

